

From: Jeff Dutkofski
To: Microsoft ATR
Date: 1/23/02 10:50am
Subject: Microsoft Settlement

I wanted to voice my concerns with the proposed settlement agreement in the Microsoft case.

It appears that efforts have been made in Sections III.F. and III.G. of the PFJ to prohibit certain exclusionary licensing practices by Microsoft towards ISVs. These Sections are as not strong as they could be. In its present wording, Microsoft's End User License Agreement (EULA) uses restrictive terms that stops Open Source/GPL/Artistic License/SCSL derived software and applications from running on Windows. These licensing terms also prohibit Windows applications from running on competing operating systems.

In the interest of fairness and an open market, Sections III.F. and III.G. of the PFJ should be worded to allow "open source" applications to run on Windows, and allow Windows applications to run on competing operating systems. Open up the market and allow the end users more choices and more options.

Respectfully submitted,

-Jeffrey J. Dutkofski

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